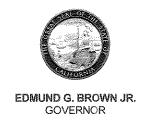


STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY **DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



April 14, 2011

ON-CALL ELECTRICAL SERVICES FOR NORTHERN CALIFORNIA REGION INVITATION FOR BID (IFB) 11-01 Notice to Prospective Bidders

The California Department of Social Services (CDSS) invites you to review and respond to this Invitation for Bid (IFB), entitled IFB 11-01, On-Call Electrical Services for Northern California Region. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site http://www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a copy can be provided by contacting the person listed below.

If you have questions or need any clarifying information, the contact person for this IFB is:

Christina Marin, Contracts Analyst Contracts Bureau Telephone: (916) 657-3301 Fax: (916) 657-2362 christina.marin@dss.ca.gov

The date for bid submission is April 28, 2011, 2:30 p.m. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

SHELLEY GALVIN, Unit Manager

Contracts Bureau

Enclosure

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Exhibit 1, Sample Contract
Exhibit 2, DVBE Bid Incentive Instructions

A. Purpose and Description of Services

Contractor to provide electrical alterations, installations, disconnections, and relocations, on an on-call, as-needed basis for various offices located in Sacramento, Placer, Yolo, Solano, Sonoma, Butte, Humboldt, San Joaquin, and Mendocino counties in accordance with the attached **Exhibit I**, Sample Contract, Scope of Work.

B. Bidder Minimum Qualifications

- 1. Bidder must possess, at the time of bid submission and during the term of the agreement, a valid Class C-10, Electrical Contractor license issued by the Contractors State License Board at the time of bid and during the term of the agreement.
- 2. Bidder must have a minimum of three (3) years experience in satisfactory completion of services similar in scope to the services required in this IFB.
- **3.** Bidder, at Bidder's own expense, shall be responsible for obtaining the necessary permits, franchises, licenses, and other authorizations required for lawfully affecting the work described herein.
- **4.** Bidder shall observe and abide by all applicable federal, state, county, and city ordinances, laws, regulations, codes, and rules affecting the work to be done. Should any work fail to comply, bidder shall be required to correct or to re-do work to obtain compliance, at no additional cost to the State; or the State may have the work performed elsewhere, charging the Bidder for any costs occasioned thereby.
- 5. Bidder must submit with the bid a list of at least three (3) references from current and/or former clients for whom bidder has provided services similar to those required herein, within the last two (2) years. References will be contacted by the CDSS. If references cannot be reached, the bid shall be deemed non-responsive and rejected. If references obtained by the CDSS are not favorable, the CDSS will reject the bid. See Attachment 4, Bidder References.
- **6.** The above requirements must be satisfied by the bidder and cannot be met solely through a proposed subcontractor.

C. Bid Requirements and Information

1. Key Action Dates

| <u>Event</u> | <u>Date</u> | <u>Time</u> |
|--------------------------------------|--------------|-------------|
| IFB Available to Prospective Bidders | 4/14/11 | |
| Final Date for Bid Submission | 4/28/11 | 2:30 p.m. |
| Bid Opening | 4/28/11 | 2:45 p.m. |
| Notice of Intent to Award | 5/10/11 | |
| Proposed Start Date of Agreement | July 1, 2011 | |

2. Contract Term

The anticipated term of the resulting Agreement is July 1, 2011 through June 30, 2013. The date of contract approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the contract is approved, such services may be considered voluntary.

3. Price Schedule

Bidder must indicate detailed costs in the spaces provided on <u>Attachment 3</u>, <u>Price Schedule</u>.

4. Non-Collusion Affidavit

The "Non-collusion Affidavit To Be Executed By Bidder And Submitted With Bid For Public Works", **Attachment 9**, must be completed and submitted with the bid.

5. Subcontracts

Any subcontractor(s) chosen by a bidder(s) to meet or fulfill the requirements of this IFB must also meet or fulfill all of the requirements contained in this IFB and of the bid, as applicable. **Attachment 5**, **List of Subcontractors** must be completed and submitted with the bid, even if a bidder(s) does not choose a subcontractor(s) to meet or fulfill the requirements contained in this IFB.

- a) The bidder shall set forth in **Attachment 5**, **List of Subcontractors**:
 - (1) The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of 1 percent of the general contractor's total bid.
 - (2) The portion of work to be done by each subcontractor.
 - (3) If there are no subcontractors, please indicate "NONE" on Attachment 5. Do not list suppliers.
- b) The bidder shall be responsible for all work performed under the contract. If any subcontractor fails to perform a portion of the work in a manner satisfactory to CDSS, such subcontractor will be removed immediately from this project upon written request of CDSS and shall not be re-employed in the work for this project.
- c) The bidder must also submit a list of references, **Attachment 4**, on behalf of the subcontractor.
- d) No substitution of any subcontractor listed in the bid shall occur without the advance written consent of CDSS for any substitution.

6. Prevailing Wage Requirement

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, as determined by the Department of Industrial Relations, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material purchased under this contract. Please see **Attachment 7**, **Prevailing Wage Rates**.

7. Submission of Bid

- a. Bidder must provide services to all offices listed in **Exhibit 1**, Sample Contract.
- b. All bids must be submitted under **sealed** cover and received by CDSS by the date and time shown on page 3, Section C, Bid Requirements and Information, Item 1, Key Action Dates. The **sealed** cover must be plainly marked with the IFB number and title, your firm's name and address, and must be marked with "DO NOT OPEN, DUE, April 28, 2010, 2:30 p.m.", as shown in the following example:

Christina Marin
California Department of Social Services
Contracts Bureau
744 P Street, M.S. 8-14-747
Sacramento, CA 95814

IFB 11-01
ON-CALL ELECTRICAL SERVICES FOR
NORTHERN CALIFORNIA REGION
DO NOT OPEN
DUE 4/28/2011 BY 2:30 P.M.

Bids not submitted under sealed cover may be rejected.

- c. A postmark will not be accepted as meeting the delivery time if the bid is received by the Contracts Bureau after the bid submission deadline. It is the bidder's responsibility to ensure timely delivery of the bid. Any bid not meeting this requirement will be rejected.
 - Bidders who choose hand delivery should allow sufficient time to locate parking and for visitor security procedures. You will need to provide the security personnel with the name and telephone number of the person to whom the package is to be delivered. Security personnel will not accept delivery. Security will only notify the appropriate staff to accept delivery.
- d. Bid Opening: All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at 2:45 p.m. on April 28, 2011, at the following address:

California Department of Social Services 744 P Street, [please call for room number] Sacramento, CA 95814

- e. All bids shall include documents identified in Attachment 1, Required Attachment Check List. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- f. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- g. Mail or deliver bids to the following address:

Christina Marin
California Department of Social Services
Contracts Bureau
744 P Street, MS 8-14-747
Sacramento, CA 95814

- h. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- i. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDSS may reject any or all bids and may waive an immaterial deviation in a bid. The CDSS' waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- k. An individual who is authorized to bind the bidder contractually shall sign

 Attachment 2, Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- I. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- m. A bidder may withdraw its bid by submitting a written withdrawal request to CDSS, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- n. CDSS may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- o. CDSS reserves the right to reject all bids. CDSS is not required to award an agreement.

- p. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- q. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.
- s. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

8. Evaluation and Selection

- a. One contract may be awarded as a result of this IFB.
- b. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c. The CDSS will evaluate each bid to determine its responsiveness to the published requirements.
- d. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- e. Award if made, will be to the lowest responsive responsible bidder.

9. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five working days prior to the award of the agreement.
- b. Upon written request by any bidder, notice of the proposed award shall be posted in the lobby of the California Department of Social Services, 744 P Street, Sacramento, California, at least <u>five working days</u> prior to awarding the agreement.
- c. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the CDSS on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d. <u>Within five calendar days</u> after filing the initial protest, the protesting bidder shall file with the Department of General Services and the CDSS a detailed written statement

specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the attention of the Chief, Contracts Bureau, at CDSS, 744 P Street, MS 8-14-747, Sacramento, CA 95814. It is suggested that you submit any protest by certified or registered mail.

- e. Upon resolution of the protest and award of the agreement, contractor must complete and submit to CDSS the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to CDSS.
- f. Upon resolution of the protest and award of the agreement, contractor must sign and submit to CDSS, *page one* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.dgs.ca.gov/contracts.
- g. Within 10 days of receipt of the contract for signature, successful bidder MUST provide:
 - (1) A payment bond equal to 100% of the total amount payable under the contract.
 - (2) Certificates of insurance. See **Exhibit E of Sample Contract.**

10. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the bidder's expense, unless such expense is waived by CDSS.

11. Agreement Execution and Performance

- a. Performance shall start not later than 5 days, or on the express date set by the CDSS and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the CDSS, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

12. Asbestos

Some of the buildings may contain asbestos and the contractor will be notified of the locations, but it is unlikely that the contractor will be working in any of the affected areas.

13. Small Business Enterprise (SBE)

- a. <u>Small Business Regulations</u>: The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at (<u>www.pd.dgs.ca.gov/smbus</u>). For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.
- b. <u>Non-Small Business Subcontractor Preference</u>: A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation.
- c. <u>Small Business Nonprofit Veteran Service Agencies (SB/NVSA)</u>: SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.
- d. Attachment with Bid Required if Claiming the Small Business Preference: All bidders must complete and include the Bidder Declaration form GSPD-05-105, Attachment 6. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).
- e. <u>Small Business Certification</u>: Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

14. Disabled Veteran Business Enterprise Participation Program Requirements

a. Subject to exceptions in the Government Code and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of three percent for disabled veteran-owned business enterprises.

<u>CDSS elects to waive the DVBE Program Requirements in this solicitation, but opts to include the DVBE incentive.</u>

- b. For more information about the DVBE incentive, refer to **Exhibit 2**, California DVBE Bid Incentive Instructions (9/3/09).
- c. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

15. Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105, **Attachment 6**, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration), **Attachment 6**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website at: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPringFields.pdf. The completed form should be included with the bid response.

At the CDSS' option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

16. Darfur Contracting Act

All bidders must address the requirements of the Darfur Contracting Act of 2008 for the reason described in Public Contract Code section 10475. Refer to Attachment 8. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in Public Contract Code section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b).

17. Loss Leader Provision

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to CDSS. For your bid to be responsive, all required attachments must be submitted. This checklist should be returned with your bid package also.

| <u>Attachment</u> | Attachment Name/Description |
|-------------------|---|
| Attachment 1 | Required Attachment Check List |
| Attachment 2 | Bid/Bidder Certification and Bid Sheet |
| | Copy of Class C-10 license |
| Attachment 3 | Price Schedule |
| Attachment 4 | Bidder References (If subcontracting a list of references must also be submitted on behalf of the subcontractor.) |
| Attachment 5 | List of Subcontractors |
| Attachment 6 | Declaration Forms |
| | Std. 843, Disabled Veteran Business Enterprise (DVBE) Declarations |
| | GSPD-05-105, Bidder Declaration |
| Attachment 7 | Prevailing Wage Rates |
| Attachment 8 | Darfur Contracting Act |
| Attachment 9 | Non-Collusion Affidavit |

A.

В.

C.

D.

Yes

No

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with <u>original signatures</u>. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information (pages 3 through 10) nor the "Sample Contract" at the end of this IFB.

The signature affixed hereon and dated certifies compliance with all the requirements of this bid

Our all inclusive bid is submitted as detailed in Attachment 3, Price Schedule.

All required attachments are included with this Bid/Bidder Certification Sheet.

The supervisor or lead installer for this project will be

| E. | Nondiscrimination Compliant hereon and dated shall constitute State of California, that the bidd program requirements of Gove 8103. | ce Statement: te a certification der has, unless | The prospective contra n, under penalty of perju s exempted, complied w | actor's signature affixed iry under the laws of the ith the nondiscrimination |
|------------------|---|--|---|---|
| An U | nsigned Bid/Bidder Certification | Sheet May Be | Cause for Rejection | |
| 1. Com | pany Name | 2. Area Co | ode + Phone Number | 2a. Area Code + Fax Number |
| 3. Addre | ess, City, State and Zip Code | | | |
| Indicate | your organization type: | 1 | | 1 |
| 4. 🗌 S | Sole Proprietorship | 5. 🗌 Partne | ership | 6. Corporation |
| | the applicable employee and/or co eral Employee ID No. (FEIN) | | oer: 8. California Corporation | n No. |
| Indicate | applicable license and/or certificati | on information: | | |
| 9. Contr Numl | ractor's State Licensing Board ber | 10. PUC CAL- | License Number T- | 11. Required Licenses/Certifications |
| 12. Bidd | der's Name (Print) | | 13. Title | |
| 14. Sig | nature | | 15. Date | |
| (OS a. S | you certified with the Department of SDC) as: Small Business Enterprise Yes f yes, enter reference number: | | | usiness Enterprise Yes 🗌 No 🗌 |
| | TE: Include a copy of your Certificat | | | ed "Yes" . |
| Date | e application was submitted to OSD | C, if an applica | ation is pending: | |
| | you claiming preference as a Califo | ornia Certified | , | Il business claiming at least 25% ocontractor preference? |

No_

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

| Complete t | the numbered items on the Bid/Bidder Certification Sheet by following the instructions below. | | | | | |
|--|---|--|--|--|--|--|
| Item | | | | | | |
| Numbers | Instructions | | | | | |
| 1, 2, 2a, 3 | Must be completed. These items are self-explanatory. | | | | | |
| ι, Σ, Σα, σ | made by completed. These teme are con explanatory. | | | | | |
| 4 | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business. | | | | | |
| 5 | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. | | | | | |
| Check if your firm is a corporation. A corporation is an artificial person or legal entity cre by or under the authority of the laws of a state or nation, composed, in some rare instant of a single person and his successors, being the incumbents of a particular office, ordinarily consisting of an association of numerous individuals. | | | | | | |
| 7 | Enter your federal employee tax identification number. | | | | | |
| 8 | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California. | | | | | |
| 9 | Complete if your firm holds a California contractor's license. This information will used to verify possession of a contractor's license for public works agreements. | | | | | |
| 10 | Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements. | | | | | |
| 11 | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured. | | | | | |
| 12, 13, 14, 15 | Must be completed. These items are self-explanatory. | | | | | |
| 16 | If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your reference number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your reference number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC. | | | | | |
| 17 | If certified as a Small Business Enterprise and are claiming preference, place a check in the "Yes" line. If you are not claiming preference, place a check in the "No" line. | | | | | |
| 18 | If not certified as a Small Business Enterprise, but have subcontracted at least 25% of the net bid price with one or more California certified small businesses, and are claiming preference, place a check in the "Yes" line. If you are not claiming preference, place a check in the "No" line. | | | | | |

Price Schedule

| La | bor and Material | <u>Unit Co</u> | <u>st</u> |
|----|---|----------------|-----------|
| A. | Core-bore 2 ½" diameter into floor ducts AND install State-own | ed fittings. | |
| | 1. Telephone/communication riser (*) | \$ | ea. |
| | 2. Riser with fourplex electrical outlet | \$ | ea. |
| В. | Core-bore 2-1/2" diameter into floor ducts AND install contractonew fittings. | or-furnished | |
| 1. | Telephone communication riser | \$ | ea. |
| 2. | Riser with fourplex electrical outlet | \$ | ea. |
| C. | Utilize existing duct holes AND install State-owned fittings. | | |
| 1. | Telephone/communication riser | \$ | ea. |
| 2. | Riser with fourplex electrical outlet | \$ | ea. |
| D. | Utilize existing duct holes AND install contractor-furnished new | v fittings. | |
| 1. | Telephone communication riser | \$ | ea. |
| 2. | Riser with fourplex electrical outlet | \$ | ea. |
| | The term "riser" includes the monument and receptacle and all relate required to complete the installation. | ed items | |
| | SUBTOTAL OF SECTION A. R. C. AND D. | ¢ | |

| La | abor and Material | | | <u>Unit Cost</u> | | |
|-----------|-------------------|--|---------------|------------------|--|--|
| Ε. | | stall contractor-furnished electrical, telephone and communication all outlets. | | | | |
| | 1. | Coverplate with duplex electrical outlet | \$ | ea. | | |
| | 2. | Coverplate with dedicated duplex electrical outlet | \$ | ea. | | |
| F. | | move and install blanking wallplate for electrical, telephone, and mmunication outlets. | | | | |
| 1. | Du | plex electrical outlet | \$ | ea. | | |
| 2. | Fo | urplex electrical outlet | \$ | ea. | | |
| 3. | De | dicated duplex electrical outlet | \$ | ea. | | |
| 4. | De | dicated fourplex electrical outlet | \$ | ea. | | |
| | | SUBTOTAL OF SECTION E AND F: | \$ | | | |
| <u>La</u> | bor | and Material | <u>Unit C</u> | ost | | |
| G. | Re | move | | | | |
| | 1. | Electrical outlet and related wires to nearest junction box or home run in walker duct system AND install blanking plate (State-owned) | \$ | ea. | | |
| | 2. | Electrical outlet and related wires to nearest junction box or home run in walker duct system AND fill hole with cement (pour stone) | \$ | ea. | | |
| Н. | Ple | enum Work | | | | |
| | 1. | Remove power pole and electrical service to nearest junction box or home run in walker duct system | \$ | ea. | | |
| | 2. | Relocate power pole and electrical connection to nearest Junction box or home run in walker duct system | \$ | ea. | | |
| | 3. | Install state-owned power pole and electrical service | \$ | ea. | | |

| La | abor and Material | <u>Unit Cost</u> |
|----|---|------------------|
| I. | For work not listed on this Price Schedule, Contractor will be asked to man on-site inspection and provide a written estimate of costs to the State Upon review of such cost estimate (labor and materials), the State may, its discretion, authorize the work or product(s). For such requests, pleas list per hour charges for labor only: SUBTOTAL OF SECTION G, H AND I: | e. at |
| | Subtotal of Section A, B, C and D: \$ | |
| | Subtotal of Section E and F: \$ | |
| | Subtotal of Section G, H and I: \$ | |
| | TOTAL AMOUNT OF BID (sum of Section A through I): \$ | |

Bidder References

*If bidder proposes the use of a subcontractor, the bidder must also, submit a list of references on behalf of the subcontractor.

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| i |

<u>LIST OF SUBCONTRACTOR(S)</u> (DO NOT LIST SUPPLIERS)

| Name of Company | Contractor's State License No. |
|---|----------------------------------|
| | |
| Address | |
| Address | |
| 1 | 1 |
| Name of Contact Person and Title | Telephone Number |
| | |
| Type of Work to be Performed | Percent of Work |
| | |
| | |
| Name of Company | Contractor's State License No. |
| | |
| Address | 1 |
| | |
| Name of Contact Person and Title | Telephone Number |
| | - Cooperation Community |
| Type of Week to be Devisioned | Percent of Work |
| Type of Work to be Performed | Percent of Work |
| | |
| Name of Company | Contractor's State License No. |
| Name of Company | Contractor's State License No. |
| | |
| Address | |
| | |
| Name of Contact Person and Title | Telephone Number |
| | |
| Type of Work to be Performed | Percent of Work |
| | |
| | |
| Name of Company | Contractor's State License No. |
| | |
| Address | |
| Address | |
| 177 | 1 = 1 |
| Name of Contact Person and Title | Telephone Number |
| | |
| Type of Work to be Performed | Percent of Work |
| | |
| *If bidder proposes the use of a subcontractor, the bid | dder must also. submit a list of |
| references, Attachment 4, on behalf of the subcontrac | ctor. |

Page_____ of ____

| State of California—Department of General Services, Procurement Division GSPD-05-105 (REV 08/09) | | | | Solicitation Nun | nber | | | | |
|---|--|--|---|---|---------------------------------|-------------------|----------------|--|--|
| | BIDDER DECLARATION | | | | | | | | |
| 1. | Prime bidder information (Revie | | - | - | | | | | |
| | a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2) b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary. | | | | | | | | |
| | c. If you are a California certified | (2) If the contra provided in this | contract (quantity and | t rental, does your company ow d value)? Yes No N/A | _ | | | | |
| 2. | If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary | | | | | | | | |
| | Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, NVSA, DVBE or None) | Work performed or goods provided for this contract | Corresponding % of bid price | Good Standing? | 51% Rental? | | |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

State of California—Department of General Services, Procurement Division GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Microbusiness (MB)
 - · Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)
- **1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

pages and complete the "Page _____ of ____" accordingly.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

| 2. | If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the |
|----|--|
| | form and complete "Page of" on the form. |
| | If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional |

Subcontractors.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State
 of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter"N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____ " accordingly.

ATTACHMENT 7 Page 1 of 9

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: BUTTE COUNTY

| DETER | ERMINATION: BUT-2011-1 | | | | EMPLOYE | R PAYMENTS | | | STRAIG | HT-TIME | OVER | TIME HOURLY | (RATE | |
|-------|--|------------|-----------------|-------------------------|--------------------------|------------|----------------------|----------|----------------|---------|-------------------------|-------------|-----------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | VACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 31.360 | 9.440 | 8.000 | в 2.500 | 0.800 | c 0.650 | D 8.0 | 52.750 | E 69.680 | E 69.680 | 86.610 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 33.180 | 9.440 | 6.430 | F - | 0.850 | 0.400 | D 8.0 | 50.300 | 66.890 | G 66.890 | 83.480 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.420 | 6.040 | 7.160 | F - | 0.340 | - | D 8.0 | 43.960 | E 59.170 | E 59.170 | 74.380 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | |
| | RESILIENT TILE LAYER | 2/22/2011 | 06/30/2011** | A 28.200 | 9.330 | 5.900 | 1 - | 0.500 | 0.110 | 8.0 | 44.040 | J 58.140 | J 58.140 | 72.240 |
| # | ELECTRICIAN: | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 24.130 | 7.850 | к 1.700 | L 2.010 | 1.100 | м 0.120 | 8.0 | 37.740 | 50.230 | 50.230 | 62.720 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 27.750 | 7.850 | K 1.700 | N 2.310 | 1.100 | м 0.140 | 8.0 | 41.790 | 56.150 | 56.150 | 70.510 |
| | INSIDE WIREMAN | 2/22/2011 | 05/31/2011** | 38.930 | 9.380 | к 3.550 | F - | 1.370 | 0 0.720 | 8.0 | 55.740 | 76.100 | 76.100 | 96.460 |
| | CABLE SPLICER | 2/22/2011 | 05/31/2011** | 42.820 | 9.380 | к 3.550 | F - | 1.370 | 0 0.720 | 8.0 | 59.810 | 82.200 | 82.200 | 104.600 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | |
| Р | CHIEF OF PARTY (018.167-010) | 2/22/1996 | 08/31/1996* | & 17.000 | 2.200 | - | Q 0.915 | 0.250 | - | 8.0 | 20.360 | 28.860 | 28.860 | 28.860 |
| Р | INSTRUMENTMAN (018.167-034) | 2/22/1996 | 08/31/1996* | & 12.000 | 2.200 | - | R 0.650 | 0.250 | - | 8.0 | 15.100 | 21.100 | 21.100 | 21.100 |
| Р | CHAINMAN/RODMAN (869.567-010) | 2/22/1996 | 08/31/1996* | & 10.000 | 2.200 | - | s 0.540 | 0.250 | - | 8.0 | 12.990 | 17.990 | 17.990 | 17.990 |
| # | GLAZIER | 2/22/2011 | 06/30/2011* | A 32.240 | 9.200 | т 8.800 | - | 0.540 | ∪ 0.380 | 8.0 | 51.160 | v 67.280 | 83.400 | 83.400 |
| # W | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | x 28.020 | 8.720 | 2.950 | 1 - | 0.450 | 0.200 | 8.0 | 40.340 | Y 54.350 | 68.360 | 68.360 |
| # W | MARBLE MASON | 8/22/2008 | 07/31/2009* | x 39.220 | 8.720 | 9.310 | 1 - | 0.550 | 0.210 | 8.0 | 58.010 | Y 77.620 | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | |
| | BRUSH, SPRAY, PAPERHANGER | 2/22/2011 | 08/31/2011* | z 27.730 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 43.400 | 57.260 | AA 57.260 | 71.130 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 08/31/2011* | z 28.230 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 43.900 | 58.010 | AA 58.010 | 72.130 |
| | EXOTIC MATERIALS | 2/22/2011 | 08/31/2011* | z 28.730 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 44.400 | 58.760 | AA 58.760 | 73.130 |
| | TAPER | 2/22/2011 | 06/30/2011** | ав 36.190 | 9.580 | 8.180 | AC - | 0.360 | 0.210 | 8.0 | 54.520 | 69.470 | D 69.470 | AA 84.420 |
| AD | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AE 14.080 | 9.580 | - | - | - | - | 8.0 | 23.660 | 30.390 | □ 30.390 | AA 37.120 |
| # | PLASTERER | 8/22/2010 | 06/30/2011** | AF 28.570 | 8.230 | 6.600 | 4.250 | 0.950 | 0.550 | 8.0 | 49.150 | 62.700 | AG 62.700 | 76.250 |
| # | PLASTER TENDER | 8/22/2009 | 06/30/2010* | 28.370 | 5.540 | 6.320 | 2.280 | 0.340 | AH 1.020 | 8.0 | 43.870 | J 58.060 | J 58.060 | 72.240 |
| # | PLUMBER: | | | | | | | | | | | | | |
| | PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) | 2/22/2011 | 06/30/2011** | 35.700 | 8.920 | 11.810 | F - | 0.950 | 1.520 | 8.0 | 58.900 | E 76.750 | E 76.750 | 94.600 |
| | UNDERGROUND UTILITY PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 35.900 | 48.950 | 48.950 | 62.000 |
| | LANDSCAPE PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 35.850 | 48.900 | 48.900 | 61.950 |
| AI | UNDERGROUND UTILITY ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 24.450 | 31.770 | 31.770 | 39.100 |
| Al | LANDSCAPE ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 24.400 | 31.720 | 31.720 | 39.050 |
| Al | UNDERGROUND UTILITY TRADESMAN | 8/22/2010 | 06/30/2011* | 10.200 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 20.000 | 25.100 | 25.100 | 30.200 |

ATTACHMENT 7 Page 2 of 9

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: HUMBOLDT COUNTY

| | ERMINATION: HUM-2011-1 | | | | | EMPLOYE | R PAYMENTS | | | STRAIC | SHT-TIME | OVER | TIME HOURLY | / RATE |
|-----|--|------------|-----------------|-------------------------|--------------------------|---------|----------------------|----------|-------------------|--------|-------------------------|-----------|-------------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | VACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 35.700 | 9.440 | 10.510 | в 3.400 | 0.800 | c 0.650 | D 8.0 | 60.500 | E 80.050 | E 80.050 | 99.600 |
| Ш | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 37.480 | 9.440 | 7.930 | F - | 0.850 | 0.400 | D 8.0 | 56.100 | 74.840 | G 74.840 | 93.580 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.670 | 6.040 | 7.160 | F - | 0.340 | - | D 8.0 | 44.210 | E 59.550 | E 59.550 | 74.880 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | |
| | RESILIENT TILE LAYER | 8/22/2009 | 05/30/2010* | A 25.640 | 4.650 | 2.200 | J 1.980 | 0.200 | 0.110 | 8.0 | 34.780 | 62.400 | к 48.590 | 62.400 |
| # | ELECTRICIAN: | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 29.870 | 7.850 | L 4.000 | - | 1.100 | м 0.210 | 8.0 | 44.080 | N 59.530 | N 59.530 | 74.990 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 34.010 | 7.850 | L 4.000 | - | 1.100 | м 0.210 | 8.0 | 48.360 | N 65.880 | N 65.880 | 83.390 |
| | INSIDE WIREMAN | 8/22/2010 | 05/31/2011* | A 46.000 | 8.000 | L 4.000 | - | 1.000 | 0.310 | 8.0 | 60.690 | 0 84.380 | 0 84.380 | 108.070 |
| | CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 50.600 | 8.000 | L 4.000 | - | 1.000 | 0.310 | 8.0 | 65.430 | 0 91.490 | 0 91.490 | 117.550 |
| | TUNNEL WIREMAN | 8/22/2010 | 05/31/2011* | A 46.500 | 8.000 | L 4.000 | - | 1.000 | 0.310 | 8.0 | 61.210 | 0 85.150 | 0 85.150 | 109.100 |
| | TUNNEL CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 51.100 | 8.000 | L 4.000 | - | 1.000 | 0.310 | 8.0 | 65.940 | 0 92.260 | 0 92.260 | 118.580 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | |
| Р | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.440 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | s 78.950 | s 78.950 | 97.170 |
| Р | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.350 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | s 74.310 | s 74.310 | 90.990 |
| Р | CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | 30.470 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | s 69.990 | s 69.990 | 85.230 |
| # | GLAZIER | 8/22/1997 | 08/31/1998* | & 10.000 | - | - | 0.190 | - | - | 8.0 | 10.190 | 15.190 | 15.190 | 15.190 |
| # T | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | U 28.020 | 8.720 | 2.950 | V - | 0.450 | 0.200 | 8.0 | 40.340 | w 54.350 | 68.360 | 68.360 |
| # T | MARBLE MASON | 8/22/2008 | 07/31/2009* | U 39.220 | 8.720 | 9.310 | V - | 0.550 | 0.210 | 8.0 | 58.010 | w 77.620 | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | |
| | TAPER | 2/22/2011 | 06/30/2011** | x 36.190 | 9.580 | 8.180 | Υ - | 0.360 | 0.210 | 8.0 | 54.520 | 69.470 | D 69.470 | z 84.420 |
| A | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AB 14.080 | 9.580 | - | - | - | - | 8.0 | 23.660 | 30.390 | D 30.390 | z 37.120 |
| | BRUSH & ROLLER | 2/19/1994 | 05/31/1994* | 13.950 | 2.060 | 0.900 | 1.000 | 0.020 | - | 8.0 | 17.930 | AC 24.900 | 24.900 | AD 31.880 |
| | PAPERHANGER, SANDBLASTER, SPRAY PAINTER, STRUCTURAL STEEL | 8/22/1998 | 09/30/1998* | 14.200 | 2.060 | 0.900 | 1.000 | 0.020 | - | 8.0 | 18.180 | AC 25.280 | 25.280 | AD 32.380 |
| # | PLASTERER | 8/22/2010 | 06/30/2011** | AE 28.570 | 8.230 | 6.800 | 4.250 | 0.950 | 0.550 | 8.0 | 49.350 | 62.900 | к 62.900 | 76.450 |
| # | PLASTER TENDER | 8/22/2009 | 06/30/2010* | 28.370 | 5.540 | 6.320 | 2.280 | 0.340 | AF 1.020 | 8.0 | 43.870 | AG 58.060 | AG 58.060 | 72.240 |
| # | PLUMBER: | | | | | | | | | | | | | |
| П | PLUMBER, PIPEFITTER | 8/22/2010 | 03/31/2011* | A 35.690 | 9.460 | 9.450 | F - | 1.050 | АН 0.160 | 8.0 | 55.810 | AI 73.650 | AI 73.650 | 91.500 |
| | UNDERGROUND UTILITY PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 35.900 | 48.950 | 48.950 | 62.000 |
| | LANDSCAPE PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 35.850 | 48.900 | 48.900 | 61.950 |
| A | J UNDERGROUND UTILITY ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 24.450 | 31.770 | 31.770 | 39.100 |
| A. | LANDSCAPE ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 24.400 | 31.720 | 31.720 | 39.050 |

California Department of Social Services

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

ATTACHMENT 7 Page 3 of 9

LOCALITY: MENDOCINO COUNTY

| | RMINATION: MEN-2011-1 | | | | | EMPLOYER | R PAY | MENTS | | | | STRAI | GHT-TIME | | OVER | ГІМЕ | HOURLY | RATE |
|-----|--|---------------|-----------------|-------------------------|--------------------------|----------|-------|-------------------|----------|---|-------|-------|-------------------------|---|--------|------|--------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | | CATION/ OLIDAY | TRAINING | | HER | HOURS | TOTAL HOURLY RATE | | DAILY | SA | ΓURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 35.700 | 9.440 | 10.510 | В | 3.400 | 0.800 | С | 0.650 | D 8.0 | 60.500 | Е | 80.050 | Е | 80.050 | 99.600 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | А 37.480 | 9.440 | 7.930 | F | - | 0.850 | | 0.400 | D 8.0 | 56.100 | | 74.840 | G | 74.840 | 93.580 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.670 | 6.040 | 7.160 | F | - | 0.340 | | - | D 8.0 | 44.210 | Е | 59.550 | E | 59.550 | 74.880 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | | | | | |
| | SOFT FLOOR LAYER | 2/22/2011 | 06/30/2011* | A 44.820 | 9.330 | 7.300 | -1 | - | 0.530 | | 0.340 | 8.0 | 62.320 | J | 84.730 | J | 84.730 | 107.140 |
| | FLOOR COVERING HANDLER AFTER 3 YEARS | 2/22/2011 | 06/30/2011* | A 22.390 | 9.330 | 3.650 | 1 | - | - | | 0.340 | 8.0 | 35.710 | J | 46.900 | J | 46.900 | 58.100 |
| | FLOOR COVERING HANDLER LESS THAN 3 YEARS | 2/22/2011 | 06/30/2011* | A 17.900 | 9.330 | 2.920 | 1 | - | - | | 0.340 | 8.0 | 30.490 | J | 39.440 | J | 39.440 | 48.390 |
| | FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS | 2/22/2011 | 06/30/2011* | A 14.310 | 9.330 | 2.340 | ı | - | - | | 0.340 | 8.0 | 26.320 | J | 33.470 | J | 33.470 | 40.630 |
| | FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS | 2/22/2011 | 06/30/2011* | A 16.100 | 9.330 | 2.630 | 1 | - | - | | 0.340 | 8.0 | 28.400 | J | 36.450 | J | 36.450 | 44.500 |
| # | ELECTRICIAN: | | | | | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 29.870 | 7.850 | к 4.000 | | - | 1.100 | L | 0.210 | 8.0 | 44.080 | М | 59.530 | М | 59.530 | 74.990 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 34.010 | 7.850 | к 4.000 | | - | 1.100 | L | 0.210 | 8.0 | 48.360 | М | 65.880 | М | 65.880 | 83.390 |
| | INSIDE WIREMAN | 8/22/2010 | 05/31/2011* | A 46.000 | 8.000 | к 4.000 | | - | 1.000 | | 0.310 | 8.0 | 60.690 | N | 84.380 | N | 84.380 | 108.070 |
| | CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 50.600 | 8.000 | к 4.000 | | - | 1.000 | | 0.310 | 8.0 | 65.430 | N | 91.490 | N | 91.490 | 117.550 |
| | TUNNEL WIREMAN | 8/22/2010 | 05/31/2011* | A 46.500 | 8.000 | к 4.000 | | - | 1.000 | | 0.310 | 8.0 | 61.210 | N | 85.150 | N | 85.150 | 109.100 |
| | TUNNEL CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 51.100 | 8.000 | к 4.000 | | - | 1.000 | | 0.310 | 8.0 | 65.940 | N | 92.260 | N | 92.260 | 118.580 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | | | | | |
| 0 | CHIEF OF PARTY (018.167-010) | 2/22/1996 | 08/31/1996* | & 21.880 | 4.200 | 4.100 | | 2.500 | - | | - | 8.0 | 32.680 | | 43.620 | | 43.620 | 54.560 |
| 0 | CHAINMAN/RODMAN (869.567- 010) | 2/22/1996 | 08/31/1996* | & 15.640 | 4.200 | 4.100 | | 2.500 | - | | - | 8.0 | 26.440 | | 34.260 | | 34.260 | 42.080 |
| # | GLAZIER | 8/22/1997 | 08/31/1998* | & 10.000 | - | - | | 0.190 | - | | - | 8.0 | 10.190 | | 15.190 | | 15.190 | 15.190 |
| # P | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | Q 28.020 | 8.720 | 2.950 | 1 | - | 0.450 | | 0.200 | 8.0 | 40.340 | R | 54.350 | | 68.360 | 68.360 |
| # P | MARBLE MASON | 8/22/2008 | 07/31/2009* | Q 39.220 | 8.720 | 9.310 | 1 | - | 0.550 | | 0.210 | 8.0 | 58.010 | R | 77.620 | | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | | | | | |
| | BRUSH AND SPRAY | 2/22/2011 | 05/31/2011* | н 32.660 | 9.580 | s 9.220 | 1 | - | 0.410 | | 0.380 | D 8.0 | 52.250 | | 68.580 | Т | 68.580 | 84.910 |
| | INDUSTRIAL PAINTER | 2/22/2011 | 05/31/2011* | н 32.910 | 9.580 | s 9.220 | ı | - | 0.410 | | 0.380 | D 8.0 | 52.500 | | 68.960 | Т | 68.960 | 85.410 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 05/31/2011* | н 33.160 | 9.580 | s 9.220 | ı | - | 0.410 | | 0.380 | D 8.0 | 52.750 | | 69.330 | т | 69.330 | 85.910 |
| | EXOTIC MATERIALS | 2/22/2011 | 05/31/2011* | н 33.410 | 9.580 | s 9.220 | 1 | - | 0.410 | | 0.380 | D 8.0 | 53.000 | | 69.710 | Т | 69.710 | 86.410 |
| | PAPERHANGER/WALLCOVERING | 2/22/2011 | 05/31/2011* | н 33.660 | 9.580 | s 9.220 | ı | - | 0.410 | | 0.380 | D 8.0 | 53.250 | | 70.080 | Т | 70.080 | 86.910 |
| | TAPER | 2/22/2011 | 06/30/2011** | U 36.190 | 9.580 | 8.180 | ٧ | - | 0.360 | | 0.210 | 8.0 | 54.520 | | 69.470 | D | 69.470 | т 84.420 |
| W | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | x 14.080 | 9.580 | - | | - | - | | - | 8.0 | 23.660 | | 30.390 | D | 30.390 | т 37.120 |

ATTACHMENT 7 Page 4 of 9

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: PLACER COUNTY

| DI | ETER | RMINATION: PLA-2011-1 | | | | | | EMPLOY | ER P | AYMENTS | | | STRA | IGHT-TIME | OVER | TIME HOURL | Y RATE |
|----|------|--|------------|-----------------|------|---------------------|--------------------------|---------|--------|---------------------|----------|----------------|-------|-------------------------|-----------|------------|--------------------------|
| | | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | но | ASIC URLY ATE | HEALTH AND WELFARE | PENSION | | ACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | | | |
| | | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | Α : | 31.360 | 9.440 | 8.000 |) В | 2.500 | 0.800 | c 0.650 | D 8.0 | 52.750 | E 69.680 | E 69.680 | 86.610 |
| | | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | Α : | 33.180 | 9.440 | 6.430 |) F | - | 0.850 | 0.400 | D 8.0 | 50.300 | 66.890 | G 66.890 | 83.480 |
| # | Т | BRICK TENDER | 8/22/2010 | 06/30/2011* | н ; | 30.420 | 6.040 | 7.160 |) F | - | 0.340 | - | D 8.0 | 43.960 | E 59.170 | E 59.170 | 74.380 |
| # | Т | CARPET, LINOLEUM, | | | | | | | \top | | | | | | | | |
| | ı | RESILIENT TILE LAYER | 8/22/2010 | 06/30/2011* | Α : | 25.930 | 4.810 | 5.400 |) | - | 0.250 | - | 8.0 | 36.390 | 49.350 | 49.350 | 62.320 |
| | J | RESILIENT TILE LAYER | 2/22/2011 | 06/30/2011** | Α : | 28.200 | 9.330 | 5.900 |) к | - | 0.500 | 0.110 | 8.0 | 44.040 | L 58.140 | ∟ 58.140 | 72.240 |
| # | | ELECTRICIAN: | | | | | | | | | | | | | | | |
| | | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | : | 24.130 | 7.850 | м 1.700 |) N | 2.010 | 1.100 | 0 0.120 | 8.0 | 37.740 | 50.230 | 50.230 | 62.720 |
| | | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | : | 27.750 | 7.850 | м 1.700 |) P | 2.310 | 1.100 | 0 0.140 | 8.0 | 41.790 | 56.150 | 56.150 | 70.510 |
| | | INSIDE WIREMAN | 2/22/2011 | 05/31/2011** | : | 38.930 | 9.380 | м 3.550 |) F | - | 1.370 | Q 0.720 | 8.0 | 55.740 | 76.100 | 76.100 | 96.460 |
| | | CABLE SPLICER | 2/22/2011 | 05/31/2011** | | 42.820 | 9.380 | м 3.550 |) F | - | 1.370 | Q 0.720 | 8.0 | 59.810 | 82.200 | 82.200 | 104.600 |
| # | Т | FIELD SURVEYOR: | | | | | | | \top | | | | | | | | |
| | R | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | : | 36.440 | 11.740 | s 8.280 |) т | 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | U 78.950 | U 78.950 | 97.170 |
| | R | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | : | 33.350 | 11.740 | s 8.280 |) Т | 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | U 74.310 | ∪ 74.310 | 90.990 |
| | R | CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | : | 30.470 | 11.740 | s 8.280 |) Т | 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | U 69.990 | U 69.990 | 85.230 |
| # | | GLAZIER | 2/22/2011 | 06/30/2011* | Α : | 32.240 | 9.200 | v 8.800 | | - | 0.540 | w 0.380 | 8.0 | 51.160 | x 67.280 | 83.400 | 83.400 |
| # | Υ | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | Z | 28.020 | 8.720 | 2.950 |) к | - | 0.450 | 0.200 | 8.0 | 40.340 | AA 54.350 | 68.360 | 68.360 |
| # | Υ | MARBLE MASON | 8/22/2008 | 07/31/2009* | Z : | 39.220 | 8.720 | 9.310 |) к | - | 0.550 | 0.210 | 8.0 | 58.010 | AA 77.620 | 97.230 | 97.230 |
| # | | PAINTER: | | | | | | | \top | | | | | | | | |
| | AB | BRUSH, SPRAY, PAPERHANGER | 2/22/2011 | 08/31/2011* | AC : | 27.730 | 9.580 | 5.420 |) к | - | 0.310 | 0.360 | D 8.0 | 43.400 | 57.260 | AD 57.260 | 71.130 |
| | AB | SANDBLASTER, STEAM CLEANER, | 2/22/2011 | 08/31/2011* | AC : | 28.230 | 9.580 | 5.420 |) к | - | 0.310 | 0.360 | D 8.0 | 43.900 | 58.010 | AD 58.010 | 72.130 |
| | | WATERBLASTER EXOTIC MATERIALS | 2/22/2011 | 08/31/2011* | AC : | 28.730 | 9.580 | 5.420 |) K | _ | 0.310 | 0.360 | D 8.0 | 44.400 | 58.760 | AD 58.760 | 73.130 |
| | AB | TAPER | 2/22/2011 | 06/30/2011** | | 36.190 | 9.580 | 8.180 | _ | | 0.360 | 0.210 | 8.0 | 54.520 | 69.470 | □ 69.470 | |
| | AG | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | | 14.080 | 9.580 | _ | | _ | - | - | 8.0 | 23.660 | 30.390 | D 30.390 | |
| | | BRUSH & ROLLER | 2/22/2011 | 06/30/2011** | | 23.680 | 4.810 | 4.050 | | _ | 0.250 | 0.050 | 8.0 | 32.840 | 44.680 | AJ 44.680 | |
| | | SPRAY PAINTER, PAPERHANGER | 2/22/2011 | 06/30/2011** | | 24.530 | 4.810 | 4.050 | | _ | 0.250 | 0.050 | 8.0 | 33.690 | 45.960 | AJ 45.960 | |
| | ı | SANDBLASTER, SPECIAL COATING-BRUSH | 2/22/2011 | 06/30/2011** | | 24.180 | 4.810 | 4.050 | _ | _ | 0.250 | 0.050 | 8.0 | 33.340 | 45.430 | AJ 45.430 | AJ 57.520 |
| | ı | STRUCTURAL STEEL & STEEPLEJACK 40', SPECIAL COATING APPLICATION SPRAY | 2/22/2011 | 06/30/2011** | | 24.680 | 4.810 | 4.050 | | - | 0.250 | 0.050 | 8.0 | 33.840 | 46.180 | AJ 46.180 | AJ 58.520 |
| | ı | SPECIAL COATING (SPRAY STEEL) | 2/22/2011 | 06/30/2011** | AI : | 24.930 | 4.810 | 4.050 | | - | 0.250 | 0.050 | 8.0 | 34.090 | 46.560 | AJ 46.560 | AJ 59.020 |
| | ı | SWING STAGE | 2/22/2011 | 06/30/2011** | Al | 25.680 | 4.810 | 4.050 |) | - | 0.250 | 0.050 | 8.0 | 34.840 | 47.680 | AJ 47.680 | AJ 60.520 |
| | ı | TAPER | 8/22/2010 | 06/30/2011** | AK | 26.490 | 4.810 | 4.730 |) к | - | 0.250 | 0.050 | 8.0 | 36.330 | 49.580 | AJ 49.580 | AJ 62.820 |
| | ı | STEEPLEJACK TAPER | 8/22/2010 | 06/30/2011** | AK | 27.990 | 4.810 | 4.730 |) к | - | 0.250 | 0.050 | 8.0 | 37.830 | 51.830 | AJ 51.830 | AJ 65.820 |
| # | | PLASTERER | 8/22/2010 | 06/30/2011** | AL : | 28.570 | 8.230 | 6.600 | | 4.250 | 0.950 | 0.550 | 8.0 | 49.150 | 62.700 | AM 62.700 | 76.250 |
| # | | PLASTER TENDER | 8/22/2009 | 06/30/2010* | : | 28.370 | 5.540 | 6.320 | | 2.280 | 0.340 | AN 1.020 | 8.0 | 43.870 | L 58.060 | ∟ 58.060 | 72.240 |
| # | | PLUMBER: | | | | | | | 丁 | | | | | | | | |
| | ı | PLUMBER, PIPEFITTER | 8/22/2009 | 07/31/2010* | : | 35.280 | 4.570 | 5.400 |) F | - | - | AO 0.100 | D 8.0 | 45.350 | E 62.990 | E 62.990 | 80.630 |
| | ı | PLUMBER, PIPEFITTER HELPER | 8/22/2009 | 07/31/2010* | | 16.930 | 4.570 | - | F | - | - | - | D 8.0 | 21.500 | E 29.970 | E 29.970 | 38.430 |
| | I | LIGHT COMMERCIAL PLUMBER | 8/22/2009 | 07/31/2010* | : | 29.080 | 4.570 | 5.400 |) F | - | - | AO 0.100 | 8.0 | 39.150 | 53.690 | AP 53.690 | 68.230 |

ATTACHMENT 7 Page 5 of 9

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SACRAMENTO COUNTY

| DE | TERMINATION: SAC-2011-1 | | | | | EMPLO' | YER PAYMEN | rs | | STRAIG | HT-TIME | OVE | RTIME HOURLY | / RATE |
|-----|---|------------|-----------------|-------------------------|--------------------------|---------|----------------------|----------|-------------------|--------|-------------------------|----------|--------------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | VACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | |
| П | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 31.360 | 9.440 | 8.000 | в 2.500 | 0.800 | C 0.650 | D 8.0 | 52.750 | E 69.680 | E 69.680 | 86.610 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 33.180 | 9.440 | 6.430 | F - | 0.850 | 0.400 | D 8.0 | 50.300 | 66.890 | G 66.890 | 83.480 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.420 | 6.040 | 7.160 | F - | 0.340 | - | D 8.0 | 43.960 | E 59.170 | E 59.170 | 74.380 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | |
| П | RESILIENT TILE LAYER | 2/22/2011 | 06/30/2011** | A 28.200 | 9.330 | 5.900 | 1 - | 0.500 | 0.110 | 8.0 | 44.040 | J 58.140 | J 58.140 | 72.240 |
| # | ELECTRICIAN: | | | | | | | | | | | | | |
| П | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 24.130 | 7.850 | к 1.700 | L 2.010 | 1.100 | M 0.120 | 8.0 | 37.740 | 50.230 | 50.230 | 62.720 |
| П | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 27.750 | 7.850 | к 1.700 | N 2.310 | 1.100 | M 0.140 | 8.0 | 41.790 | 56.150 | 56.150 | 70.510 |
| П | INSIDE WIREMAN | 2/22/2011 | 05/31/2011** | 38.930 | 9.380 | к 3.550 | F - | 1.370 | O 0.720 | 8.0 | 55.740 | 76.100 | 76.100 | 96.460 |
| П | CABLE SPLICER | 2/22/2011 | 05/31/2011** | 42.820 | 9.380 | к 3.550 | F - | 1.370 | O 0.720 | 8.0 | 59.810 | 82.200 | 82.200 | 104.600 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | |
| F | P CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.440 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | s 78.950 | s 78.950 | 97.170 |
| F | P INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.350 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | s 74.310 | s 74.310 | 90.990 |
| F | P CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | 30.470 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | s 69.990 | s 69.990 | 85.230 |
| # | GLAZIER | 2/22/2011 | 06/30/2011* | A 32.240 | 9.200 | т 8.800 | - | 0.540 | U 0.380 | 8.0 | 51.160 | v 67.280 | 83.400 | 83.400 |
| # V | W MARBLE FINISHER | 8/22/2008 | 07/31/2009* | × 28.020 | 8.720 | 2.950 | 1 - | 0.450 | 0.200 | 8.0 | 40.340 | Y 54.350 | 68.360 | 68.360 |
| # V | W MARBLE MASON | 8/22/2008 | 07/31/2009* | × 39.220 | 8.720 | 9.310 | 1 - | 0.550 | 0.210 | 8.0 | 58.010 | Y 77.620 | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | |
| | BRUSH, SPRAY, PAPERHANGER | 2/22/2011 | 08/31/2011* | z 27.730 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 43.400 | 57.260 | AA 57.260 | 71.130 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 08/31/2011* | z 28.230 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 43.900 | 58.010 | AA 58.010 | 72.130 |
| | EXOTIC MATERIALS | 2/22/2011 | 08/31/2011* | z 28.730 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 44.400 | 58.760 | AA 58.760 | 73.130 |
| П | TAPER | 2/22/2011 | 06/30/2011** | АВ 36.190 | 9.580 | 8.180 | AC - | 0.360 | 0.210 | 8.0 | 54.520 | 69.470 | D 69.470 | AA 84.420 |
| A | AD TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AE 14.080 | 9.580 | - | - | - | - | 8.0 | 23.660 | 30.390 | D 30.390 | AA 37.120 |
| # | PLASTERER | 8/22/2010 | 06/30/2011** | AF 28.570 | 8.230 | 6.600 | 4.250 | 0.950 | 0.550 | 8.0 | 49.150 | 62.700 | AG 62.700 | 76.250 |
| # | PLASTER TENDER | 8/22/2009 | 06/30/2010* | 28.370 | 5.540 | 6.320 | 2.280 | 0.340 | AH 1.020 | 8.0 | 43.870 | J 58.060 | J 58.060 | 72.240 |
| # | PLUMBER: | | | | | | | | | | | | | |
| | UNDERGROUND UTILITY PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 35.900 | 48.950 | 48.950 | 62.000 |
| П | LANDSCAPE PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 35.850 | 48.900 | 48.900 | 61.950 |
| 4 | AI UNDERGROUND UTILITY ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 24.450 | 31.770 | 31.770 | 39.100 |
| A | AI LANDSCAPE ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 24.400 | 31.720 | 31.720 | 39.050 |
| | AI UNDERGROUND UTILITY TRADESMAN | 8/22/2010 | 06/30/2011* | 10.200 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 20.000 | 25.100 | 25.100 | 30.200 |
| - | AJ LANDSCAPE TRADESMAN I | 8/22/2010 | 06/30/2011* | 10.200 | 4.200 | - | 2.000 | 0.400 | 0.550 | D 8.0 | 17.350 | 22.450 | 22.450 | 27.550 |
| P | AJ LANDSCAPE TRADESMAN II | 8/22/2010 | 06/30/2011* | 10.200 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 19.950 | 25.050 | 25.050 | 30.150 |
| | PLUMBER, STEAMFITTER | 8/22/2010 | 06/30/2011** | A 39.820 | 9.700 | 7.900 | F - | 0.950 | 0.350 | 8.0 | 58.720 | E 78.630 | AK 78.630 | 98.540 |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN JOAQUIN COUNTY

| DETE | ETERMINATION: SJO-2011-1 | | | | | EMPLOYER | RPAYMENTS | | | STRAIG | GHT-TIME | OVE | RTIME HOUR | LY RATE |
|------|--|------------|-----------------|-------------------------|--------------------------|----------|----------------------|----------|-------------------|--------|-------------------------|----------|------------|-----------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | VACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 31.360 | 9.440 | 8.000 | в 2.500 | 0.800 | c 0.650 | D 8.0 | 52.750 | E 69.680 | E 69.680 | 86.610 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 33.180 | 9.440 | 6.430 | F - | 0.850 | 0.400 | D 8.0 | 50.300 | 66.890 | G 66.890 | 83.480 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.420 | 6.040 | 7.160 | F - | 0.340 | - | D 8.0 | 43.960 | E 59.170 | E 59.170 | 74.380 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | |
| | RESILIENT TILE LAYER | 2/22/2011 | 06/30/2011** | A 28.200 | 9.330 | 5.900 | 1 - | 0.500 | 0.110 | 8.0 | 44.040 | J 58.140 | J 58.140 | 72.240 |
| # | ELECTRICIAN: | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 26.240 | 7.850 | к 4.000 | - | 1.100 | L 0.440 | 8.0 | 40.420 | м 53.930 | м 53.930 | 67.440 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 29.880 | 7.850 | к 4.000 | - | 1.100 | L 0.460 | 8.0 | 44.190 | м 59.570 | м 59.570 | 74.960 |
| | INSIDE WIREMAN, TECHNICIAN | 2/22/2011 | 05/31/2011** | 33.000 | 11.690 | к 8.700 | - | 1.490 | N 0.380 | 8.0 | 56.750 | 0 74.000 | 0 74.000 | 91.240 |
| | CABLE SPLICER-WELDER | 2/22/2011 | 05/31/2011** | 37.130 | 11.690 | к 8.700 | - | 1.490 | N 0.380 | 8.0 | 61.070 | 0 80.480 | 0 80.480 | 99.880 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | |
| Р | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.440 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | s 78.950 | s 78.950 | 97.170 |
| Р | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.350 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | s 74.310 | s 74.310 | 90.990 |
| Р | CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | 30.470 | 11.740 | Q 8.280 | R 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | s 69.990 | s 69.990 | 85.230 |
| # | GLAZIER | 2/22/2011 | 06/30/2011* | A 32.240 | 9.200 | т 8.800 | - | 0.540 | U 0.380 | 8.0 | 51.160 | v 67.280 | 83.400 | 83.400 |
| # W | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | × 28.020 | 8.720 | 2.950 | I - | 0.450 | 0.200 | 8.0 | 40.340 | Y 54.350 | 68.360 | 68.360 |
| # W | MARBLE MASON | 8/22/2008 | 07/31/2009* | × 39.220 | 8.720 | 9.310 | 1 - | 0.550 | 0.210 | 8.0 | 58.010 | Y 77.620 | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | |
| | BRUSH, SPRAY, PAPERHANGER | 2/22/2011 | 08/31/2011* | z 27.730 | 9.580 | 5.420 | ı - | 0.310 | 0.360 | D 8.0 | 43.400 | 57.260 | AA 57.260 | 71.130 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 08/31/2011* | z 28.230 | 9.580 | 5.420 | 1 - | 0.310 | 0.360 | D 8.0 | 43.900 | 58.010 | AA 58.010 | 72.130 |
| | EXOTIC MATERIALS | 2/22/2011 | 08/31/2011* | z 28.730 | 9.580 | 5.420 | I - | 0.310 | 0.360 | D 8.0 | 44.400 | 58.760 | AA 58.760 | 73.130 |
| | TAPER | 2/22/2011 | 06/30/2011** | AB 36.190 | 9.580 | 8.180 | AC - | 0.360 | 0.210 | 8.0 | 54.520 | 69.470 | D 69.470 | AA 84.420 |
| AD | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AE 14.080 | 9.580 | - | - | - | - | 8.0 | 23.660 | 30.390 | D 30.390 | AA 37.120 |
| # | PLASTERER | 8/22/2010 | 06/30/2011** | AF 28.570 | 8.230 | 6.600 | 4.250 | 0.950 | 0.550 | 8.0 | 49.150 | 62.700 | AG 62.700 | 76.250 |
| # | PLASTER TENDER | 8/22/2009 | 06/30/2010* | 28.370 | 5.540 | 6.320 | 2.280 | 0.340 | AH 1.020 | 8.0 | 43.870 | J 58.060 | J 58.060 | 72.240 |
| # | PLUMBER: | | | | | | | | | | | | | |
| | PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC) | 2/22/2011 | 06/30/2011** | 35.700 | 8.920 | 11.810 | F - | 1.450 | 1.020 | 8.0 | 58.900 | E 76.750 | E 76.750 | 94.600 |
| | PIPE TRADESMAN | 2/22/2011 | 06/30/2011* | 13.000 | 7.230 | 1.000 | F - | - | 0.660 | 8.0 | 21.890 | E 28.390 | E 28.390 | 34.890 |
| | UNDERGROUND UTILITY PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 35.900 | 48.950 | 48.950 | 62.000 |
| | LANDSCAPE PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 35.850 | 48.900 | 48.900 | 61.950 |
| AI | UNDERGROUND UTILITY ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 24.450 | 31.770 | 31.770 | 39.100 |
| AI | LANDSCAPE ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | 2.000 | 0.400 | 0.550 | D 8.0 | 24.400 | 31.720 | 31.720 | 39.050 |
| Al | UNDERGROUND UTILITY TRADESMAN | 8/22/2010 | 06/30/2011* | 10.200 | 4.200 | 2.600 | 2.000 | 0.400 | 0.600 | D 8.0 | 20.000 | 25.100 | 25.100 | 30.200 |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY

| DETE | RMINATION: SOL-2011-1 | | | | | EMPLOYE | R PAYMENTS | 3 | | STRAIG | GHT-TIME | OVER | TIME HOURL | Y RATE |
|------|--|------------|--------------------|-------------------------|--------------------------|----------|----------------------|----------|-------------------|--------|-------------------------|-----------|------------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | VACATION/ HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | DAILY | SATURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 35.700 | 9.440 | 10.510 | B 3.400 | 0.800 | C 0.650 | D 8.0 | 60.500 | E 80.050 | E 80.050 | 99.600 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 37.480 | 9.440 | 7.930 | F - | 0.850 | 0.400 | D 8.0 | 56.100 | 74.840 | G 74.840 | 93.580 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | H 30.670 | 6.040 | 7.160 | F - | 0.340 | - | D 8.0 | 44.210 | E 59.550 | E 59.550 | 74.880 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | |
| | SOFT FLOOR LAYER | 2/22/2011 | 06/30/2011* | A 44.820 | 9.330 | 7.300 | 1 - | 0.530 | 0.340 | 8.0 | 62.320 | J 84.730 | J 84.730 | 107.140 |
| | FLOOR COVERING HANDLER AFTER 3 YEARS | 2/22/2011 | 06/30/2011* | A 22.390 | 9.330 | 3.650 | 1 - | - | 0.340 | 8.0 | 35.710 | J 46.900 | J 46.900 | 58.100 |
| | FLOOR COVERING HANDLER LESS THAN 3 YEARS | 2/22/2011 | 06/30/2011* | A 17.900 | 9.330 | 2.920 | 1 - | - | 0.340 | 8.0 | 30.490 | J 39.440 | J 39.440 | 48.390 |
| | FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS | 2/22/2011 | 06/30/2011* | A 14.310 | 9.330 | 2.340 | 1 - | - | 0.340 | 8.0 | 26.320 | J 33.470 | J 33.470 | 40.630 |
| | FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS | 2/22/2011 | 06/30/2011* | A 16.100 | 9.330 | 2.630 | I - | - | 0.340 | 8.0 | 28.400 | J 36.450 | J 36.450 | 44.500 |
| # | ELECTRICIAN: | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 29.870 | 7.850 | K 4.000 | - | 1.100 | L 0.210 | 8.0 | 44.080 | M 59.530 | M 59.530 | 74.990 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 34.010 | 7.850 | K 4.000 | - | 1.100 | L 0.210 | 8.0 | 48.360 | M 65.880 | M 65.880 | 83.390 |
| | INSIDE WIREMAN, TECHNICIAN | 8/22/2010 | 05/31/2011** | A 41.710 | 12.410 | K 5.690 | - | 0.880 | N 0.970 | 8.0 | 63.100 | E 85.070 | E 85.070 | 107.030 |
| | CABLE SPLICER | 8/22/2010 | 05/31/2011** | A 46.920 | 12.410 | K 5.690 | - | 0.880 | N 1.090 | 8.0 | 68.590 | E 93.300 | E 93.300 | 118.010 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | |
| 0 | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.440 | 11.740 | P 8.280 | Q 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | R 78.950 | R 78.950 | 97.170 |
| 0 | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.350 | 11.740 | P 8.280 | Q 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | R 74.310 | R 74.310 | 90.990 |
| 0 | CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | 30.470 | 11.740 | P 8.280 | Q 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | R 69.990 | R 69.990 | 85.230 |
| # S | GLAZIER | 2/22/2011 | 06/30/2011* | A 41.880 | 9.200 | T 10.640 | - | 0.500 | U 0.380 | 8.0 | 62.600 | V 83.540 | 104.480 | 104.480 |
| # W | GLAZIER | 2/22/2011 | 06/30/2011* | A 32.240 | 9.200 | X 8.800 | - | 0.540 | U 0.380 | 8.0 | 51.160 | V 67.280 | 83.400 | 83.400 |
| # Y | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | Z 28.020 | 8.720 | 2.950 | 1 - | 0.450 | 0.200 | 8.0 | 40.340 | AA 54.350 | 68.360 | 68.360 |
| # Y | MARBLE MASON | 8/22/2008 | 07/31/2009* | Z 39.220 | 8.720 | 9.310 | 1 - | 0.550 | 0.210 | 8.0 | 58.010 | AA 77.620 | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | |
| | BRUSH AND SPRAY | 2/22/2011 | 05/31/2011* | H 32.660 | 9.580 | P 9.220 | I - | 0.410 | 0.380 | D 8.0 | 52.250 | 68.580 | AB 68.580 | 84.910 |
| | INDUSTRIAL PAINTER | 2/22/2011 | 05/31/2011* | H 32.910 | 9.580 | P 9.220 | 1 - | 0.410 | 0.380 | D 8.0 | 52.500 | 68.960 | AB 68.960 | 85.410 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 05/31/2011* | H 33.160 | 9.580 | P 9.220 | 1 - | 0.410 | 0.380 | D 8.0 | 52.750 | 69.330 | AB 69.330 | 85.910 |
| | EXOTIC MATERIALS | 2/22/2011 | 05/31/2011* | H 33.410 | 9.580 | P 9.220 | 1 - | 0.410 | 0.380 | D 8.0 | 53.000 | 69.710 | AB 69.710 | 86.410 |
| | PAPERHANGER/WALLCOVERING | 2/22/2011 | 05/31/2011* | H 33.660 | 9.580 | P 9.220 | I - | 0.410 | 0.380 | D 8.0 | 53.250 | 70.080 | AB 70.080 | 86.910 |
| | TAPER | 2/22/2011 | 06/30/2011** | AC 40.320 | 9.580 | 9.580 | AD - | 0.360 | 0.210 | 8.0 | 60.050 | 76.750 | D 76.750 | AB 93.460 |
| AE | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AF 15.700 | 9.580 | - | - | - | - | 8.0 | 25.280 | 32.790 | D 32.790 | AB 40.310 |

ATTACHMENT 7 Page 8 of 9

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SONOMA COUNTY

| DETE | RMINATION: SON-2011-1 | | | | | EMPLO | YER P | PAYMENTS | 3 | | STRAI | GHT-TIME | | OVER | TIME | HOURLY | RATE |
|------|--|---------------|--------------------|-------------------------|--------------------------|----------|-------|-------------------|----------|-------------------|-------|-------------------------|---|--------|------|---------|--------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | | CATION/ OLIDAY | TRAINING | OTHER PAYMENTS | HOURS | TOTAL HOURLY RATE | | DAILY | SA | TURDAY | SUNDAY AND HOLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 35.70 | 9.440 | 10.510 | В | 3.400 | 0.800 | C 0.650 | D 8.0 | 60.500 | Е | 80.050 | E | 80.050 | 99.600 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 37.48 | 9.440 | 7.930 | F | - | 0.850 | 0.400 | D 8.0 | 56.100 | | 74.840 | G | 74.840 | 93.580 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | H 30.67 | 6.040 | 7.160 | F | - | 0.340 | - | D 8.0 | 44.210 | Е | 59.550 | Е | 59.550 | 74.880 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | | | | |
| | SOFT FLOOR LAYER | 2/22/2011 | 06/30/2011* | A 44.82 | 9.330 | 7.300 | 1 | - | 0.530 | 0.340 | 8.0 | 62.320 | J | 84.730 | J | 84.730 | 107.140 |
| | FLOOR COVERING HANDLER AFTER 3 YEARS | 2/22/2011 | 06/30/2011* | A 22.39 | 9.330 | 3.650 | 1 | - | - | 0.340 | 8.0 | 35.710 | J | 46.900 | J | 46.900 | 58.100 |
| | FLOOR COVERING HANDLER LESS THAN 3 YEARS | 2/22/2011 | 06/30/2011* | A 17.90 | 9.330 | 2.920 | 1 | - | - | 0.340 | 8.0 | 30.490 | J | 39.440 | J | 39.440 | 48.390 |
| | FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS | 2/22/2011 | 06/30/2011* | A 14.31 | 9.330 | 2.340 | ı | - | - | 0.340 | 8.0 | 26.320 | J | 33.470 | J | 33.470 | 40.630 |
| | FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS | 2/22/2011 | 06/30/2011* | A 16.10 | 9.330 | 2.630 | ı | - | - | 0.340 | 8.0 | 28.400 | J | 36.450 | J | 36.450 | 44.500 |
| # | ELECTRICIAN: | | | | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 29.87 | 7.850 | K 4.000 | | - | 1.100 | L 0.210 | 8.0 | 44.080 | М | 59.530 | М | 59.530 | 74.990 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 34.01 | 7.850 | K 4.000 | | - | 1.100 | L 0.210 | 8.0 | 48.360 | М | 65.880 | М | 65.880 | 83.390 |
| | INSIDE WIREMAN | 8/22/2010 | 05/31/2011* | A 46.00 | 8.000 | K 4.000 | | - | 1.000 | 0.310 | 8.0 | 60.690 | N | 84.380 | N | 84.380 | 108.070 |
| | CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 50.60 | 8.000 | K 4.000 | | - | 1.000 | 0.310 | 8.0 | 65.430 | N | 91.490 | N | 91.490 | 117.550 |
| | TUNNEL WIREMAN | 8/22/2010 | 05/31/2011* | A 46.50 | 8.000 | K 4.000 | | - | 1.000 | 0.310 | 8.0 | 61.210 | N | 85.150 | N | 85.150 | 109.100 |
| | TUNNEL CABLE SPLICER | 8/22/2010 | 05/31/2011* | A 51.10 | 8.000 | K 4.000 | | - | 1.000 | 0.310 | 8.0 | 65.940 | N | 92.260 | N | 92.260 | 118.580 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | | | | |
| 0 | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.44 | 11.740 | P 8.280 | Q | 3.470 | 0.640 | 0.160 | 8.0 | 60.730 | R | 78.950 | R | 78.950 | 97.170 |
| 0 | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.35 | 11.740 | P 8.280 | Q | 3.470 | 0.640 | 0.160 | 8.0 | 57.640 | R | 74.310 | R | 74.310 | 90.990 |
| 0 | CHAINMAN/RODMAN (869.567-010) | 2/22/2011 | 03/01/2012* | 30.47 | 11.740 | P 8.280 | Q | 3.470 | 0.640 | 0.160 | 8.0 | 54.760 | R | 69.990 | R | 69.990 | 85.230 |
| # | GLAZIER | 2/22/2011 | 06/30/2011* | A 41.88 | 9.200 | S 10.640 | | - | 0.500 | T 0.380 | 8.0 | 62.600 | U | 83.540 | | 104.480 | 104.480 |
| # V | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | W 28.02 | 8.720 | 2.950 | 1 | - | 0.450 | 0.200 | 8.0 | 40.340 | Х | 54.350 | | 68.360 | 68.360 |
| # V | MARBLE MASON | 8/22/2008 | 07/31/2009* | W 39.22 | 8.720 | 9.310 | 1 | - | 0.550 | 0.210 | 8.0 | 58.010 | Х | 77.620 | | 97.230 | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | | | | |
| | BRUSH AND SPRAY | 2/22/2011 | 05/31/2011* | H 32.66 | 9.580 | P 9.220 | 1 | - | 0.410 | 0.380 | D 8.0 | 52.250 | | 68.580 | Υ | 68.580 | 84.910 |
| | INDUSTRIAL PAINTER | 2/22/2011 | 05/31/2011* | H 32.91 | 9.580 | P 9.220 | 1 | - | 0.410 | 0.380 | D 8.0 | 52.500 | | 68.960 | Υ | 68.960 | 85.410 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 05/31/2011* | H 33.16 | 9.580 | P 9.220 | ı | - | 0.410 | 0.380 | D 8.0 | 52.750 | | 69.330 | Y | 69.330 | 85.910 |
| | EXOTIC MATERIALS | 2/22/2011 | 05/31/2011* | H 33.41 | 9.580 | P 9.220 | 1 | - | 0.410 | 0.380 | D 8.0 | 53.000 | | 69.710 | Υ | 69.710 | 86.410 |
| | PAPERHANGER/WALLCOVERING | 2/22/2011 | 05/31/2011* | H 33.66 | 9.580 | P 9.220 | I | - | 0.410 | 0.380 | D 8.0 | 53.250 | | 70.080 | Υ | 70.080 | 86.910 |
| | TAPER | 2/22/2011 | 06/30/2011** | Z 40.32 | 9.580 | 9.580 | AA | - | 0.360 | 0.210 | 8.0 | 60.050 | | 76.750 | D | 76.750 | Y 93.460 |

California Department of Social Services GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 ATTACHMENT 7 Page 9 of 9

LOCALITY: YOLO COUNTY

| DETE | RMINATION: YOL-2011-1 | | | | | EMPLO | ER F | AYMENTS | 3 | | | STRAI | GHT-TIME | | OVE | RTIM | E HOURL | / RAT | E |
|------|---|---------------|-----------------|-------------------------|--------------------------|---------|------|-------------------|----------|----|-----------------|-------|-------------------------|---|--------|------|---------|-------|------------------------|
| | CRAFT (JOURNEY LEVEL) | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | HEALTH AND WELFARE | PENSION | | CATION/ OLIDAY | TRAINING | | OTHER YMENTS | HOURS | TOTAL HOURLY RATE | | DAILY | SA | TURDAY | 1 | JNDAY AND OLIDAY |
| # | BRICKLAYER, BLOCKLAYER: | | | | | | | | | | | | | | | | | | |
| | BRICKLAYER, BLOCKLAYER, STONEMASON | 8/22/2010 | 04/30/2011** | A 31.360 | 9.440 | 8.000 | В | 2.500 | 0.800 | С | 0.650 | D 8.0 | 52.750 | Е | 69.680 | Е | 69.680 | | 86.610 |
| | POINTER, CLEANER, CAULKER, WATERPROOFER | 8/22/2010 | 06/30/2011** | A 33.180 | 9.440 | 6.430 | F | - | 0.850 | | 0.400 | D 8.0 | 50.300 | | 66.890 | G | 66.890 | | 83.480 |
| # | BRICK TENDER | 8/22/2010 | 06/30/2011* | н 30.420 | 6.040 | 7.160 | F | - | 0.340 | | - | D 8.0 | 43.960 | Е | 59.170 | E | 59.170 | | 74.380 |
| # | CARPET, LINOLEUM, | | | | | | | | | | | | | | | | | | |
| | RESILIENT TILE LAYER | 2/22/2011 | 06/30/2011** | A 28.200 | 9.330 | 5.900 | 1 | - | 0.500 | | 0.110 | 8.0 | 44.040 | J | 58.140 | J | 58.140 | | 72.240 |
| # | ELECTRICIAN: | | | | | | | | | | | | | | | | | | |
| | COMM & SYSTEM INSTALLER | 2/22/2011 | 11/20/2011* | 24.130 | 7.850 | к 1.700 | L | 2.010 | 1.100 | М | 0.120 | 8.0 | 37.740 | | 50.230 | | 50.230 | | 62.720 |
| | COMM & SYSTEM TECH. | 2/22/2011 | 11/20/2011* | 27.750 | 7.850 | к 1.700 | N | 2.310 | 1.100 | М | 0.140 | 8.0 | 41.790 | | 56.150 | | 56.150 | | 70.510 |
| | INSIDE WIREMAN | 2/22/2011 | 05/31/2011** | 38.930 | 9.380 | к 3.550 | F | - | 1.370 | 0 | 0.720 | 8.0 | 55.740 | | 76.100 | | 76.100 | | 96.460 |
| | CABLE SPLICER | 2/22/2011 | 05/31/2011** | 42.820 | 9.380 | к 3.550 | F | - | 1.370 | 0 | 0.720 | 8.0 | 59.810 | | 82.200 | | 82.200 | | 104.600 |
| # | FIELD SURVEYOR: | | | | | | | | | | | | | | | | | | |
| Р | CHIEF OF PARTY (018.167-010) | 2/22/2011 | 03/01/2012* | 36.440 | 11.740 | Q 8.280 | R | 3.470 | 0.640 | | 0.160 | 8.0 | 60.730 | s | 78.950 | s | 78.950 | | 97.170 |
| Р | INSTRUMENTMAN (018.167-034) | 2/22/2011 | 03/01/2012* | 33.350 | 11.740 | Q 8.280 | R | 3.470 | 0.640 | | 0.160 | 8.0 | 57.640 | s | 74.310 | s | 74.310 | | 90.990 |
| Р | CHAINMAN/RODMAN (869.567- 010) | 2/22/2011 | 03/01/2012* | 30.470 | 11.740 | Q 8.280 | R | 3.470 | 0.640 | | 0.160 | 8.0 | 54.760 | s | 69.990 | s | 69.990 | | 85.230 |
| # | GLAZIER | 2/22/2011 | 06/30/2011* | A 32.240 | 9.200 | ⊤ 8.800 | | - | 0.540 | U | 0.380 | 8.0 | 51.160 | ٧ | 67.280 | | 83.400 | | 83.400 |
| # W | MARBLE FINISHER | 8/22/2008 | 07/31/2009* | x 28.020 | 8.720 | 2.950 | 1 | - | 0.450 | | 0.200 | 8.0 | 40.340 | Υ | 54.350 | | 68.360 | | 68.360 |
| # W | MARBLE MASON | 8/22/2008 | 07/31/2009* | x 39.220 | 8.720 | 9.310 | 1 | - | 0.550 | | 0.210 | 8.0 | 58.010 | Υ | 77.620 | | 97.230 | | 97.230 |
| # | PAINTER: | | | | | | | | | | | | | | | | | | |
| | BRUSH, SPRAY, PAPERHANGER | 2/22/2011 | 08/31/2011* | z 27.730 | 9.580 | 5.420 | 1 | - | 0.310 | | 0.360 | D 8.0 | 43.400 | | 57.260 | AA | 57.260 | | 71.130 |
| | SANDBLASTER, STEAM CLEANER, WATERBLASTER | 2/22/2011 | 08/31/2011* | z 28.230 | 9.580 | 5.420 | 1 | - | 0.310 | | 0.360 | D 8.0 | 43.900 | | 58.010 | AA | 58.010 | | 72.130 |
| | EXOTIC MATERIALS | 2/22/2011 | 08/31/2011* | z 28.730 | 9.580 | 5.420 | 1 | - | 0.310 | | 0.360 | D 8.0 | 44.400 | | 58.760 | AA | 58.760 | | 73.130 |
| | TAPER | 2/22/2011 | 06/30/2011** | AB 36.190 | 9.580 | 8.180 | AC | - | 0.360 | | 0.210 | 8.0 | 54.520 | | 69.470 | D | 69.470 | AA | 84.420 |
| AD | TAPER CLEAN-UP | 2/22/2011 | 06/30/2011* | AE 14.080 | 9.580 | - | | - | - | | - | 8.0 | 23.660 | | 30.390 | D | 30.390 | AA | 37.120 |
| # | PLASTERER | 8/22/2010 | 06/30/2011** | AF 28.570 | 8.230 | 6.600 | | 4.250 | 0.950 | | 0.550 | 8.0 | 49.150 | | 62.700 | AG | 62.700 | | 76.250 |
| # | PLASTER TENDER | 8/22/2009 | 06/30/2010* | 28.370 | 5.540 | 6.320 | | 2.280 | 0.340 | АН | 1.020 | 8.0 | 43.870 | J | 58.060 | J | 58.060 | | 72.240 |
| # | PLUMBER: | | | | | | | | | | | | | | | | | | |
| | UNDERGROUND UTILITY PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | | 2.000 | 0.400 | | 0.600 | D 8.0 | 35.900 | | 48.950 | | 48.950 | | 62.000 |
| | LANDSCAPE PIPEFITTER | 8/22/2010 | 06/30/2011* | 26.100 | 4.200 | 2.600 | | 2.000 | 0.400 | | 0.550 | D 8.0 | 35.850 | | 48.900 | | 48.900 | | 61.950 |
| Al | UNDERGROUND UTILITY ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | | 2.000 | 0.400 | | 0.600 | D 8.0 | 24.450 | | 31.770 | | 31.770 | | 39.100 |
| Al | LANDSCAPE ASSISTANT JOURNEYMAN | 8/22/2010 | 06/30/2011* | 14.650 | 4.200 | 2.600 | | 2.000 | 0.400 | | 0.550 | D 8.0 | 24.400 | | 31.720 | | 31.720 | | 39.050 |

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do <u>not</u> need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is <u>not</u> a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

| Company/Vendor Name (Printed) | | Federal ID Number |
|--|---------------------------------|-------------------|
| | | |
| By (Authorized Signature) | | |
| | | |
| Printed Name and Title of Person Signing | | |
| | | |
| Date Executed | Executed in the County and Stat | e of |
| | | |

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

| Company/Vendor Name (Printed) | Federal ID Number |
|---|-------------------|
| Initials of Submitter | |
| - | |
| Printed Name and Title of Person Initialing | |
| | |

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

| STATE OF CALIFORNIA) | |
|---|---|
|) SS COUNTY OF | |
| | , being first duly sworn, deposes and |
| says that he or she is | of |
| (position or tit | |
| | |
| (the bidder) | |
| the party making the foregoing bid that the bid is not, any undisclosed person, partnership, company corporation; that the bid is genuine and not collusing directly or indirectly induced or solicited any other has not directly or indirectly colluded, conspired, compone else to put in a sham bid, or that anyone subidder has not in any manner, directly or indirectly communication, or conference with anyone to fix the bidder, or to fix any overhead, profit, or cost elementation of anyone interested in the proposed contract; that are true; and, further, that the bidder has not, directly did price or any breakdown thereof, or the content data relative thereto, or paid, and will not pay, any company, association, organization, bid depository effectuate a collusive or sham bid. | , association, organization, or ve or sham; that the bidder has not bidder to put in a false sham bid, and onnived, or agreed with any bidder or hall refrain from bidding; that the , sought by agreement, ne bid price of the bidder or any other ent of the bid price, or of that of any he public body awarding the contract tall statements contained in the bid ctly or indirectly, submitted his or her s thereof, or divulged information or fee to any corporation, partnership, |
| Date: By _ | (person signing for bidder) |
| | (person signing for blader) |
| Sul | bscribed and sworn to before me on |
| | |
| | (Notary Public) |
| (Notarial Seal) | |

STANDARD AGREEMENT

SAMPLE CONTRACT

| | · · · · · · · · · · · · · · · · · · · | | | | |
|--|--|----------------------|-------------------------------|--|--|
| STD 213 (Rev 06/03) | | AGREEMENT NUMBER | | | |
| | | REGISTRATION NUMBI | ER | | |
| 1. | This Agreement is entered into between the State Agency and the Contractor named below: | | | | |
| | STATE AGENCY'S NAME | | | | |
| | California Department of Social Services | | | | |
| | CONTRACTOR'S NAME | | | | |
| | TBD | | | | |
| 2. | | | | | |
| | Agreement is: July 1, 2011 or date of final approval, whichever is late | er, through June | 30, 2013 | | |
| 3. | Ψ100,000.00 | | | | |
| | of this Agreement is: One Hundred Thousand and 00/100. | | | | |
| 4. | The parties agree to comply with the terms and conditions of the following exhibits whic part of the Agreement. | h are by this refere | ence made a | | |
| | Exhibit A – Scope of Work | | 2 page | | |
| Exhibit B – Budget Detail and Payment Provisions | | | | | |
| | Exhibit C* – General Terms and Conditions | | | | |
| | Check mark one item below as Exhibit D: X Exhibit - D Special Terms and Conditions (Attached hereto as part of this agree Exhibit - D* Special Terms and Conditions | ment) | 3 pages | | |
| | Exhibit E – Additional Provisions Attachment 1 – Standard California Nondiscrimination Construction Contract Spec Attachment 2 – CDSS Information Security Pre-Cautions/Requirements | ifications | 5 pages 2 pages 2 pages | | |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| CONTRACTOR | | California Department of General Services Use Only |
|---|--------------------------|---|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, part | tnership, etc.) | 1 |
| · | | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) | |
| <u>«</u> | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| California Department of Social Services | | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) | |
| <u> </u> | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | Exempt per: |
| Deborah Pearce, Chief, Contracts Bureau | | |
| ADDRESS | | |
| 744 P Street, M.S. 8-14-747, Sacramento, CA 95814 | | |

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

- A. Contractor agrees to provide to the California Department of Social Services electrical alterations, installations, disconnections, and relocations, on an on-call, as-needed basis in accordance with Invitation for Bid (IFB) 11-01.
- B. The services shall be performed at all CDSS offices including, but not limited to the following locations*:

Sacramento County

1507 21st Street, 2nd Floor Sacramento, CA

2033 Howe Ave., Suite 160 Sacramento, CA

1600 9th Street, Room 460 Sacramento, CA

8350 Fruitridge Road Sacramento, CA

100 Howe Ave., Suite 260N Sacramento, CA

2525 Natomas Park, Suite 250, 270 & 110 Sacramento, CA

2420 Del Paso Road, Suite 150 & 200 Sacramento, CA

3750 Rosin Ct., Suite 120 Sacramento, CA

Humboldt County

749 F Street, Suite B Arcata, CA

1330 Bristol Parkway, Suite 102 Eureka, CA

Placer County

1640 E. Roseville Parkway, Suite 150 Roseville, CA

Yolo County

3750 Seaport Blvd., Suite 140 West Sacramento, CA

Solano County

236 Georgia St., Suite 201 Vallejo, CA

Sonoma County

101 Golf Course Drive Rohnert Park, CA

Butte County

520 Cohasset Road, Suite 100,140 & 170 Chico, CA

1367 E. Lassen Ave. Chico, CA

Mendocino County

505 South State Street Ukiah CA

Contractor shall provide services for all CDSS offices by COUNTIES as listed for Northern Region:

- Sacramento
- Yolo
- San Joaquin
- Placer
- Butte

- Sonoma
- Solano
- Humboldt
- Mendocino

Should the offices listed relocate within the county, or if other offices are established in that county during the term of the contract, contractor shall provide services in the new location(s).

EXHIBIT A (Standard Agreement)

- C. The services shall be provided on an as-needed basis. Contractor shall commence the work required within three (3) working days after notification unless otherwise specified by CDSS.
- D. The maximum number of hours a worker may be employed in completion of the services described herein is limited to eight (8) hours a day and forty (40) hours a week. Work will be performed only during normal working days (Monday through Friday) and within normal working hours (7 a.m. to 5 p.m.). Work after hours and on Saturdays, Sundays, or holidays will not be permitted unless authorized by CDSS.
- E. Unless otherwise specified, CDSS shall furnish appropriate cable, cable termination components, and equipment rack components. At the discretion of the CDSS, the contractor may be asked to provide these materials and must obtain approval of supplied materials prior to installation.
- F. Contractor's Responsibilities:
 - 1. Remove electrical, telephone, and power poles where applicable; furnish and install cover plates over ex posed holes. Where outlets are removed, a standard blanking plate as sembly shall be used. When outlets are removed, all related wiring shall be removed to the connecting pothead. When a total circuit is removed the wire shall be removed to the panel circuit breaker. Any panel listing is to be adjusted. If removed from carpeted areas, carpet shall be patched or replaced to match from carpet remnants supplied by the CDSS.
 - 2. Furnish and install various outlets—telephone and power (duplex and dedicated 20 amp)—for a fully operational system, reuse outlets from Item 1 above or install new materials.
 - 3. Uncover existing cover plates; furnish and install electrical and telephone outlets.
 - 4. Convert existing duplex power outlets to four-plex outlets. At the discretion of the CDSS, use distinctly colored electrical outlets for "dedicated" electrical outlets. Contractor shall label "dedicated" electrical outlets with circuit identification.
 - 5. Install, disconnect, or relocate cable in floor ducts, conduit raceways, cable trays, and plenum ceilings.
 - 6. Install or replace pull wires/ropes. Pull wires/ropes shall be high strength material such as nylon.
 - 7. Contractor shall provide samples and specification submittals for all materials and equipment provided by vendor prior to installation.
 - 8. Contractor must provide satisfactory evidence of technicians qualified for the work.
- G. The project representatives during the term of this agreement will be:

| <u>CDSS</u> | Contractor |
|-------------|------------|
| Name: | Name: |
| Phone: | Phone: |

EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed **\$TBD**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2011/12 **\$50,000** 2012/13 **\$50,000**

- 2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services at the rate of **\$TBD** PER HOUR.
- 3. Reimbursement for necessary travel expenses shall be made from funds within this Agreement and shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
- 4. Invoices shall include the Agreement Number **TBD** and Index Code **TBD** and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services Business Services Bureau 744 P Street, MS 8-4-179 Sacramento, CA 95814 Attn: **TBD**

Any invoices submitted without the above referenced information may be returned to the vendor for further re-processing.

B. State Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years
 covered under this Agreement does not appropriate sufficient funds for the program, this
 Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to
 pay any funds whatsoever to Contractor or to furnish any other considerations under this
 Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

- 1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted

by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

- 3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

- 1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
- 2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
- 3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services 744 P Street, M.S. 8-14-747 Sacramento, CA 95814 Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. <u>Debarment and Suspension</u>

For federally funded agreements, <u>Contractor certifies</u> that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

D. <u>Certification Regarding Lobbying</u>

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

- 1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- 2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §___.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §___.320 "Report Submission" and a copy shall be forwarded to CDSS.

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

ADDITIONAL PROVISIONS

A. Insurance Requirements

- 1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
 - a. General liability with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy should include coverage for liabilities arising out of premises, operations, independent contractors, products completed operations, personal and advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. If the policy contains an annual aggregate, this should be at least double the per occurrence limit.
 - b. Motor vehicle liability with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The Contractor shall insure that any subcontracts for transportation services shall include the same provisions as stated herein.
 - c. Workers' compensation and employer liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 2. The insurance required above shall cover all Contractor-supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work under this Agreement do not have insurance equivalent to the above, Contractor liability shall provide such coverage for the subcontractor, except for coverage for error, mistake omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.
- 3. The Contractor agrees that the insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year. Certificates of insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management (ORIM), and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract on the occurrence of such event.
- 4. The certificates of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - b. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.
- 5. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

B. Labor

- 1. Contractor agrees to employ personnel who are citizens of the United States and/or aliens who have been lawfully admitted for permanent residence, or who present other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- 2. Employment of Undocumented Aliens: No state agency or department, as defined in Public Contract Code §10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bide for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.
- Contractor agrees to pay each worker paid by him/her the prevailing rate of wages applicable to the
 work to be done. A copy of the prevailing wage rate is on file at the California Department of Social
 Services, Contracts Bureau, and will be made available upon request.
- 4. Contractor is expected to provide enough workers to meet the estimated completion date(s).
- Every part of the work shall be performed by workers, laborers especially skilled in the class of work required. All employees shall be under the direct control of the contractor, and the quality of work must be professionally thorough in all respects.
- 6. The Contractor agrees to provide the CDSS with copies of the Contractor's certified payroll records at the CDSS' request.

7. Labor Code Certifications

- a. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- b. "It is hereby mutually agreed that the Contractor shall forfeit to the State fifty dollars for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly, registered apprentices."
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week; and the contractor shall forfeit, as a penalty to the State twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815; inclusive.
- d. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered. The contractor and each subcontractor must comply with the requirement of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

e. Each Contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

C. Inspection

All services shall be subject to inspection by the State at any and all times during the performance thereof. If the inspection officer determines that the services and/or materials furnished are not in accordance with the terms described herein, the State may, at its option, have the work done elsewhere, charging the Contractor with any cost occasioned thereby.

D. Subcontract

- 1. Subcontracting is permissible to the extent that the subcontractor(s) must fulfill all requirements of this Agreement and must be approved by the State prior to providing service.
- Contractor shall be responsible for all work performed under this Agreement. If any subcontractor fails to perform a portion of the work in a manner satisfactory to the State, the subcontractor will be removed immediately upon written request of the State and shall not be re-employed in the work.

E. Permits and Licenses

- 1. Contractor, at Contractor's own expense, shall be responsible for obtaining the necessary permits, franchises, licenses, and other authorities required for lawfully affecting the work described herein.
- Contractor shall observe and abide by all applicable federal, state, county, and city ordinances, laws, regulations, codes, and rules affecting the work to be done. Should any work fail to comply, Contractor shall be required to correct or to re-do work to obtain compliance, at no additional cost to the State; or the State may have the work performed elsewhere, charging the Contractor with any cost occasioned thereby.

F. Damage Or Injury

- 1. Any damage by the Contractor to portions of the buildings or premises will be required to be repaired to the satisfaction of the building owners or lessors at the expense of the Contractor.
- 2. If State-owned or controlled property is lost or damaged while in the care and custody of the Contractor during the performance of the move, Contractor shall be responsible to the State for such loss or damage. The State, at its option, in lieu of requiring payment for the value of the property lost or damaged, may allow the Contractor to replace or to repair the property when acceptable to the State. Contractor shall at all times exercise due care to protect the property from loss or damage.
- 3. Loss and damage claims will be acknowledged by the Contractor within fifteen (15) calendar days from date of receipt.
- 4. Contractor will assume responsibility for damage or injury to persons or property occasioned through the use and operations of its vehicles by its employees and agents. Contractor, at own expense, shall maintain adequate public liability and property damage insurance during the time of the move, insuring itself against claims for injury or damage; also, Worker's Compensation or other legally required insurance with respect to its own employees and agents. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through

the use of operation of any vehicle by, or the action of, the Contractor, its employees or agents, in performing the services described herein.

G. Contractor shall comply with **Exhibit E, Attachment 1** – Standard California Nondiscrimination Construction Contract Specifications.

H. Execution and Performance

- 1. Performance shall start not later than 5 days, or on the express date set by the CDSS and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the CDSS, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- 2. All performance under the agreement shall be completed on or before the termination date of the agreement.

I. Confidentiality of Data

Contractor, and its employees, agrees to comply with CDSS' Information Security Pre-Cautions/Requirements, as described in **Exhibit E – Attachment 2.**

J. License

The Prime Contractor must possess a State of California C-7 license. The Prime Contractor's license number must be in good standing at the time of the bid opening as well as throughout the duration of the contract. In the event that the Prime Contractor subcontracts part of the work, the subcontractor shall possess a State of California C-7 license and must be in good standing at the time of the bid opening as well as throughout the duration of the contracts.

K. Antitrust Claims

The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550 - 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550 - 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

L. **Prevailing Wage**

In accordance with the provisions of Labor Code Section 1770 - 1776, the Contractor and any subcontractor shall adhere to the payment of the general prevailing wages as determined by the Department of Industrial Relations (DIR). Copies of the wage rate determinations or any amendments issued by the DIR may be reviewed at DMV. Contractors are encouraged to refer questions regarding current prevailing wage rates to the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 603, San Francisco, CA 94101. The DIR is responsible for determining the general prevailing rate of wages for each classification of worker employed on a public works project of \$1,000 or more. The Contractor and subcontractor who intend to use a craft or classification not shown on the general prevailing wage determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

M. Payment Bond

The Contractor shall furnish a Payment Bond on State Form 807, in an amount equal to one hundred percent (100%) of the amount of the Agreement, when the Contractor's bid exceeds \$25,000.00 per Public Contract Code 7103. The bond must be furnished concurrently with signing the Agreement. The bond shall be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

N. Disabled Veteran Business Enterprise Subcontractors

- 1. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
- 2. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- 3. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

STATE OF CALIFORNIA
STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)
STATE 18/08/1/18/10

Print

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

- 1. As used in the specifications:
 - "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
- 2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
- The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
- 4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

- 5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
- 6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor'sobligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

STATE OF CALIFORNIA
STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)
STD 18 (PBF 1981). (PSF 1985)

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
- 7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
- 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

- Establishment and implementation of a bona fide
 affirmative action plan pursuant to Section 8104(b) of this
 Chapter shall create a rebuttable presumption that a
 contractor is in compliance with the requirements of Section
 12990 of the Government Code and its implementing
 regulations.
- 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
- The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
- 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

California Department of Social Services (CDSS) Information Security Pre-Cautions/Requirements

A. Confidentiality of Data

Please note the following definitions relating to confidential and sensitive information.

- Confidential information is information which identifies an individual (i.e., name, social security number, home/mailing address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
- Sensitive information is information maintained by the Department, which is not confidential by
 definition, but requires special precautions to protect it from unauthorized access (i.e., financial or
 operational information). Sensitive information is information in which the disclosure would jeopardize
 the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
- 1. All financial, statistical, personal, technical, and other information relating to CDSS operations which are designated confidential or sensitive by CDSS and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure.
- Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)

3. The Contractor shall:

- a. Instruct all employees with access to the CDSS confidential and sensitive information regarding:

 (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
- b. Ensure that their employees will not intentionally seek out, read, use, or disclose CDSS confidential or sensitive information.
- c. Not disclose any individually identifiable CDSS information to any person.
- d. Require that all Contractor's staff or subcontractor and its employees with access to CDSS confidential information sign the CDSS Confidentiality Agreement (See Section B).
- e. Immediately notify CDSS within 24 hours of initial detection of any unauthorized access, use, and disclosure of CDSS information. Notification shall be reported by telephone or email to:

Rafael Rodriguez Acting Information Security Officer California Department of Social Services 744 P Street, M.S. 9-9-70 Sacramento, CA 95814 (916) 651-5552 (916) 654-0910 iso@dss.ca.gov

f. Cooperate in any investigations of information security incidents.

B. Confidentiality Agreement

The California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850, California Penal Code section 11167.5, and 45 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of CDSS confidential information is a crime.

I agree that unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of Understanding/Agreements with the CDSS and the Contractor may be subject to penalties both civil and criminal.

| Contractor: | |
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| Employee: | |
| Employee. | |
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| Employee's Signature: | |
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CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(09/03//09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|----------------------------------|-----------------|
| 5% or Over | 5% |
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |
| 2% to 2.99% inclusive | 2% |
| 1% to 1.99% inclusive | 1% |

As applicable: (1) <u>Awards based on low price</u> - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) <u>Awards based on highest score</u> - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held <u>in</u> California, not just those <u>with</u> the State. <u>A DVBE BUP does not qualify a firm</u> <u>for a DVBE incentive</u>. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

<u>Awarding Department</u>: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov
To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:
www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: pvbe Local Contacts (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database. *Internet contact only* –Database: www.ccr.gov/.

Local Organizations: Go to <u>www.pd.dgs.ca.gov/smbus</u> and select: DVBE Local Contacts (New 02/09) (pdf)

DGS-PD **EProcurement**Website: www.eprocure.dgs.ca.gov

Phone: (916)375-2000 Email: eprocure@dgs.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

FOR:

List of potential DVBE subcontractors

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

FOR:

- · Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- · Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(I):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.